

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 10-cv-11529-RGS

JOAN S. NEUWEILER

v.

FIDELITY BROKERAGE SERVICES, LLC

ORDER ON FIDELITY'S  
MOTION TO COMPEL ARBITRATION

January 11, 2011

STEARNS, D.J.

In this action for fraud, pro se plaintiff Joan Neuweiler (a retired school teacher) claims that defendant Fidelity Brokerage Services LLC (Fidelity) used her account “to make itself money . . . [while] putting [her money] in its own many failing mutual funds and high risk funds,” rather than invest them “conservatively” as she had repeatedly requested. Fidelity moves, pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 3 and 4, to compel Neuweiler to arbitrate her claims in accordance with their written agreement and to stay this action pending the outcome of the arbitration. Fidelity’s motion is ALLOWED.

The broad arbitration clause contained in the parties’ contract clearly encompasses Neuweiler’s allegations (“all controversies”).<sup>1</sup> Whether it can be factually demonstrated that Fidelity fraudulently placed Neuweiler’s retirement monies in a far more aggressive investment posture than she had instructed, is a matter for the arbitrator.

ORDER

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<sup>1</sup> “[T]he fact that an agreement is a contract of adhesion . . . does not alone make the document invalid . . . .” Awuah v. Coverall N. Am., Inc., 554 F.3d 7, 12 n.4 (1st Cir. 2009).

For the foregoing reasons, Fidelity's motion to compel arbitration and to stay this action is ALLOWED. The Clerk may now stay the case.

SO ORDERED.

/s/ Richard G. Steams

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UNITED STATES DISTRICT JUDGE